| AMENDMENT OF SOLICITATI   | ON/MODIFICATI   | ON OF CONTRACT  | 1. Contract  |   | Page 1 Of 6  |
|---|---|---|--|---|--|
| 2. Amendment/Modification No.   | 3. Effective Date   | 4. Requisition/Purchase Req   |  |   | o. (If applicable)   |
| 0002  | 2004JUN21   | SEE SCHEDULE  |  |   |  |
| 6. Issued By  | Code W52P1J   | 7. Administered By (If other  | than Item 6)   |   | Code   |
| HQ AFSC AMSFS-CCA-M GAIL THOMPSON (309)782-5158 ROCK ISLAND, IL 61299-6000 BLDG 350 & 390 EMAIL: THOMPSONG@OSC.ARMY.MIL   |   |   |  |   |  |
|   | . di di di  | SCD   | PAS  |   | PPT  |
| 8. Name And Address Of Contractor (No., Stro  | eet, City, County, State and  | l Zip Code)   | 9A. Amendme  | nt Of Solicitat   | ion No.  |
|   |   |   | W52P1J-04-R-   |   |  |
|   |   |   | 9B. Dated (See 2004MAY26   | e Item 11)  |  |
|   |   |   | 10A. Modifica  | tion Of Contra  | act/Order No.  |
|   |   |   |  |   |  |
|   |   |   | 10B. Dated (Se   | ee Item 13)   |  |
| Code Facility Code  |   |   |  | ***   |  |
|   |   | ES TO AMENDMENTS OF SO  |  |   |  |
| I inc above numbered solicitation is amen   | ded as set forth in item 14. 2004JUL02 02:00pm  | The hour and date specified for   | or receipt of Of   | fers  |  |
| Offers must acknowledge receipt of this am (a) By completing items 8 and 15, and returnoffer submitted; or (c) By separate letter or ACKNOWLEDGMENT TO BE RECEIVE SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, opening hour and date specified. | endment prior to the hour<br>ning <u>2 signed</u> copies of<br>telegram which includes a<br>D AT THE PLACE DESIG<br>DN OF YOUR OFFER. If<br>provided each telegram or | of the amendments: (b) By acking reference to the solicitation and GNATED FOR THE RECEIPT by virtue of this amendment you   | nowledging reco<br>id amendment r<br>TOF OFFERS l<br>ou desire to chai | eipt of this amoumbers. FAI<br>PRIOR TO TI<br>nge an offer al | endment on each copy of the<br>LURE OF YOUR<br>HE HOUR AND DATE<br>ready submitted, such |
| 12. Accounting And Appropriation Data (If re  | quirea)   |   |  |   |  |
| 13. THIS  |   | O MODIFICATIONS OF COl<br>act/Order No. As Described In   |  | DERS  |  |
| A. This Change Order is Issued Pursua<br>The Contract/Order No. In Item 10  | nt To:  | 100 110 |  | hanges Set For  | rth In Item 14 Are Made In   |
| B. The Above Numbered Contract/Ord<br>Set Forth In Item 14, Pursuant To To  |   | 9 \   | uch as changes   | in paying offic   | e, appropriation data, etc.)   |
| C. This Supplemental Agreement Is En  | tered Into Pursuant To Au   | thority Of:   |  |   |  |
| D. Other (Specify type of modification :  | and authority)  |   |  |   |  |
| E. IMPORTANT: Contractor is not  14. Description Of Amendment/Modification (  | <u> </u>  | this document and return  |  | copies to the Is  |  |
| SEE SECOND PAGE FOR DESCRIPTION   |   | 37  | v  |   | ,  |
|   |   |   |  |   |  |
|   |   |   |  |   |  |
|   |   |   |  |   |  |
|   |   |   |  |   |  |
| Except as provided herein, all terms and condi and effect.  | itions of the document refe   | renced in item 9A or 10A, as he   | eretofore chang  | ged, remains u  | nchanged and in full force   |
| 15A. Name And Title Of Signer (Type or print  | (i)   | 16A. Name And Title   | Of Contracting   | Officer (Type   | or print)  |
|   |   |   |  |   |  |
| 15B. Contractor/Offeror   | 15C. Date Signed  | 16B. United States Of   | America  |   | 16C. Date Signed   |
|   |   | Ву  | /SIGNED/   |   |  |
| (Signature of person authorized to sign)  |   | , 0   | of Contracting (   |   | FORM 30 (REV. 10-83)   |
| NSN 7540-01-152-8070  |   | 30-105-02   |  | SIANDAKD  | T CAME SU (KEV. 10-83)   |

# **CONTINUATION SHEET**

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# Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

- 1. THE PURPOSE OF THIS AMENDMENT IS TO CLARIFY INSTRUCTIONS FOR PROPOSALS SECTION L, ADD CLAUSE IN SECTION M FOR EVALUATION OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY AND TO INCLUDE GOVERNMENT FURNISHED MATERIAL (SEE ATTACHMENT 018). AS A RESULT OF THESE CHANGES CLOSING DATE IS EXTENDED FROM 25 JUN 04 TO 02 JUL 04 AT 1400 CDT.
- 2. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

#### INSTRUCTIONS AND CONDITIONS FOR SUBMISSION OF PROPOSALS

- A. SUBMISSION OF PROPOSALS:
- 1. THE PROPOSAL SHALL CONSIST OF THE FOLLOWING:
  - a. One executed and completed copy of the solicitation.
  - b. Manufacturing Plan Volume (Total 3 copies)
  - c. Past Performance Volume (Total 2 copies)
  - d. Small Business Utilization Plan (Total 1 copy)
- 2. The complete proposal, including all copies of the Manufacturing Plan, Past Performance and Small Business Utilization volumes, along with an executed copy of this solicitation shall be forwarded to the following address:

U.S. Army Field Support Command Commercial Contracting Team ATTN: AMSFS-CCA-M/Gail Thompson Bldg 350, 6th Floor, Pole E10 1 Rock Island Arsenal Rock Island, IL 6000-6500

- B PREPARATION INSTRUCTIONS FOR MANUFACTURING PLAN, PAST PERFORMANCE AND SMALL BUSINESS:
- 1. Format: The offeror's Manufacturing Plan, Past Performance and Small Business volumes shall be submitted in SEVERABLE parts. Information that you may want us to consider, SPECIFIC to each volume SHALL BE CONFINED TO THAT VOLUME. Offerors are cautioned that failure to include the requested information in the applicable volume may result in the information not being considered and the proposal being downgraded accordingly. Each volume will be treated independently.
- 2. Each volume shall be consistent with complete submission. Offerors are cautioned that incorporated by reference is NOT allowed. Page size shall not exceed 8  $1/2 \times 11$  inches, foldout pages may be used.
- 3. Deviations: The offeror shall prepare its proposal following the format specified in this section.
- C. SPECIFIC INSTRUCTIONS BY VOLUME: In order for the offeror's proposal to be acceptable it must reflect a complete understanding of the RFP and demonstrate the technical capability to perform the overall effort in accordance with the delivery schedule. An index shall be included in the part with narrative titled cross-referenced to the applicable paragraphs of this section. Discussion text shall be identified by the same title. The offeror shall submit a Manufacturing Plan, Past Performance and Small Business Utilization proposal addressing the elements listed in Attachment 015 and Narrative L001 of the basic request for proposal.

\*\*\* END OF NARRATIVE A 004 \*\*\*

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| Name of Offeror or Contractor: |                              |                     |  |

SECTION J - LIST OF ATTACHMENTS

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# Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### IMPORTANT NOTICE TO OFFERORS:

OFFERORS ARE REMINDED THAT BEST VALUE EVALUATION DATA REQUESTED IN THIS SECTION (SECTION L) MUST BE SUBMITTED WITH THE ORIGINAL PROPOSAL. DATA SUBMITTED MAY REPRESENT EITHER GOVERNMENT OR COMMERCIAL CONTRACTS. IF THE OFFEROR HAS NO RECENT OR RELEVANT WORK EXPERIENCE, THIS INFORMATION SHOULD BE STATED FOR EVALUATION PURPOSES. PROPOSALS RECEIVED WITH NO BEST VALUE INFORMATION MAY BE CONSIDERED UNACCEPTABLE AND THE OFFEROR WILL BE RATED "UNKNOWN" FOR PAST PERFORMANCE, "POOR" FOR TECHNICAL AND "MARGINAL" FOR SMALL BUSINESS UTILIZATION, WITHOUT OPENING DISCUSSIONS TO ALLOW FOR THE SUBMISSION OF DATA THAT SHOULD HAVE BEEN SUBMITTED WITH THE INITIAL PROPOSAL.

#### FACTORS FOR AWARD ARE:

\_ FACTOR 1: MANUFACTURING PLAN

SUBFACTOR 1A: ESSENTIAL PROCESSES AND PROCEDURES

SUBFACTOR 1B: ESSENTIAL SKILLS

SUBFACTOR 1C: QUALITY

(A) GENERAL QUALITY SYSTEM

(B) FIRST ARTICLE

FACTOR 2: PAST PERFORAMANCE

SUBFACTOR 2A: ON-TIME DELIVERY

SUBFACTOR 2B: QUALITY

FACTOR 3: PRICE

FACTOR 4: SMALL BUSINESS UTILIZATION PLAN

SUBFACTOR 4A: PROPOSED SMALL BUSINESS UTILIZATION SUBFACTOR 4B: PAST SMALL BUSINES UTILIZATION

OFFERORS SHOULD SEE ATTACHMENT 015 FOR A COMPLETE DESCRIPTION AND ALSO SEE L-11 FOR ADDITIONAL PAST PERFORMANCE INFORMATION.

\*\*\* END OF NARRATIVE L 001 \*\*\*

\*\*\* END OF NARRATIVE L 002 \*\*\*

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Date

AUG/1993

# Name of Offeror or Contractor:

M-1 ADDED

su in

SECTION M - EVALUATION FACTORS FOR AWARD

Status Regulatory Cite \_

52.245-4519 OSC

Type of Contract or Agreement:\_\_\_

Number and Date:\_\_\_

For Local Clauses See: http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm

RESEARCH PROPERTY

| cruing to a contractor possessing Government production and research property.   |
|--|
| (b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed boontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so dicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the operty is held. |
| Offer is predicated on use of Government property in offeror's possession.   |
| Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.   |
| Identification of facilities contract or other agreement under which such property is held!  |

EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage

(c) Offeror is required to submit with his offer:

Cognizant Government Agency (including address):

- (1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.
- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.
- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:\_\_\_months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.
  - (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

TxRxPxS = C Q

- T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).
  - R: Rental rate.
  - P: Production period (months).
  - O: Quantity of items to be procured.

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|                    |                                 |              |  |

### Name of Offeror or Contractor:

- S: Pro rata share, if applicable.
- C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
  - (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
  - (i) Refuse to authorize the subcontractors use of such property, or;
- (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7005)